

on the part of the female complainant, before her intermarriage with the other complainant, of her claim against her former guardian, made at a time when she was as competent to perform the act as if she had been of the full age of twenty-one years. Viewed in this light, and I can view it in none other, and I cannot bring myself to believe she can now repudiate that act, and especially I think she cannot be permitted to do so, as against Mrs. Bedford, who, by the conveyances set out in the proceedings, has been restored to the property which originally belonged to her, and of which I think it very clear she was unfairly deprived.

Mrs. Bedford was not a party to the deed of trust executed by Richard Bennet Mitchell to Messrs. Kennedy and Glenn on the 25th of August, 1825. She neither united in the execution, or acknowledged it, and therefore cannot be bound or affected by any of its provisions or trusts. One of the trusts of that deed was "to secure and insure the payment of all sums of money now or that may hereafter be due, owing, or payable to Elizabeth Mitchell or Maria Mitchell, from the said Richard Bennet Mitchell as their guardian;" the surplus, after paying the debts intended to be secured, being reserved to the grantor, Mitchell. But though Mrs. Bedford was no party to this deed, and upon no principle can be affected by it, yet it is said that in the conveyance of Kennedy, Glenn, and Mitchell to her, of the 2d of August, 1847, there is an express stipulation that she "is willing and hath agreed to pay and satisfy all and singular the debts due by the said Richard Bennet Mitchell, and intended to be secured and paid by and from the said trust fund," and that she hath paid, &c. This last statement, it is correctly said, is inconsistent with the fact, and it is urged that whatever may be said of the conveyance of Mrs. Bedford to Mitchell of March, 1825, or of his conveyance to Kennedy and Glenn of the August following; yet here is an express engagement on her part made when the influence of Mitchell over her was at an end, to pay this debt to Mrs. McClellan, and hence it is insisted, the property included in the conveyance is bound for the claim. And it is further urged on the part of the complainants, that Mrs. Bedford, by her deed to